

FedEx

Freight

August 28, 2003

Mr. Doug Gasaway
USDOE/Oak Ridge National Laboratory
National Transportation Research Center
2360 Cherahala Blvd.
Knoxville, TN 37931

Dear Doug,

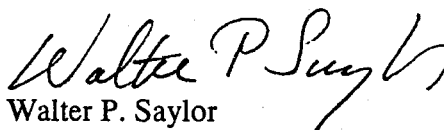
Hope your visit to Washington, DC was successful.

~~We are filing rates for FedEx Freight East (EXEE) copies enclosed. Just wanted to alert you that the DOT Certificate of Safety is in the name of American Freightways, Inc. the predecessor of FFE. We are not sure when another DOT Safety inspection will be given. Let me know if this gives you a problem.~~

FedEx Freight West (FXFW) has both a hazardous materials certificate and a DOT Safety Certificate issued in the predecessor's name of Viking Freight, Inc.

Please let me know if this gives you a problem.

Sincerely,



Walter P. Saylor
Director, Government Sales

WPS/klw

**UNIFORM TENDER OF RATES AND/OR
CHARGES FOR TRANSPORTATION SERVICES**

1A. Issuing Carrier, Bureau, Agency or Conference FedEx Freight East, Inc. (formerly American Freightways, Inc.)			2A. Tender No. ICC 113		2B. Supplement No.		
1B. Standard Carrier Alpha Code (SCAC) FXFE (formerly AFRE)			2C. Cancels		2D. Supplement Nos. that Contain All Changes		
3. Tendered To: [Please "x"] () U.S. Government (X) Other (specify) U.S. Department of Energy (DOE) And/Or Its Contractors			4. Issue Date 28 August 03		5. Effective Date 01 October 03		
6. Expiration Date (if any) 30 September 05							
7. Movement Application (X) From-To () Between		8. Action Code (supplements only) () Addition () Deletion () Change				9. Carrier/Agent No. (if any)	
10. Freight Classification and Commodity Description							
10A. NMFC/UFC Item No.		10B. Description at Articles (use blocks 15 and 17 for transportation services) Freight All Kinds (FAK) Except Class A & B Explosives; Hazardous Wastes And Radioactive Articles Requiring A Hazardous Material Label					
11A. Origin		(1) SPLC		(2) Point Name, County, and State			
				See Appendix A			
11B. Destination				See Appendix A			
12. Load Application [check appropriate box(es)] () Load () Less Load () Any Quantity () Overflow not Applicable							
13A. Rate or Charge % of CZAR Lite SEE APPENDIX A		13B. Minimum Weight(s) LSC - 10M		14. Route [Include Carrier Code (SCAC)] FedEx Freight East, Inc. (FXFE) For Telephone Inquiries, contact: See Appendix B at telephone number:			
15. Protective Services						16. Classifications and Exemptions (insert exceptions, if any)	
()	Services	Charge	()	Services	Charge	The rates, charges, or services shown herein are subject to the rules which, at the time of movement, would govern the applicable class rates from and/or to the points and via the routes in this tender, except: 100% of all items in the DOE 190-D FXF 100 Rules Tariff	
	AGS			PSS			
	CSS			RSS			
	DDPS			SSS			
17. Accessorial Services		17A. Rate or Charge 100% of all the items in the DOE 190-D		17B. Description of Service and Governing Publication DOE Motor Freight Rules Schedule 190-D			
18. Operating Authority (note item 20A.)							

MC 121805

THIS TENDER APPLIES FOR BOTH INTERSTATE AND INTRASTATE APPLICATION

50280-01

Optional Form 280 (3-80)

Prescribed by GSA FPMR (41 CFR) 101-40.306

19. COMBINATION RATES (Check appropriate box)

() The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges, or other provisions.

() The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination provided that such or other points are not more than (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones: (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones: or (3) the nearest post office within other points of origin or destination.

~~(X) The rates and charges in this tender may not be used in construction of combination rates or charges.~~

20. GENERAL TERMS AND CONDITIONS

a. Lawful Performance: Operation Authorities

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with the applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits, or temporary operating authorities.

b. Charges and allowances

Except as otherwise provided in this tender, shipments made under the provision of this tender are entitled to those additional services and privileges as are provided in separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges, rules and regulations applicable to such services and privileges.

c. Payment

Except for shipments covered by Item 21 (3) or 21 (4) below, the carrier shall bill the United States on Standard Form 1113. Public Voucher For Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of Standard Form 1103, U.S. Government Bill of Lading.

d. References

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. Cancellation or amendment of tender

This tender may be cancelled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin to a destination in the United States, where the carrier(s) may be amended or cancelled at any time without notice.

f. Filing with regulatory bodies

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 1072 (b) (2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

g. Alternations and volume of traffic

This tender shall not apply where charge for service provided under this tender exceed charges otherwise applicable for the same service. Teceipt and acceptance of this tender by the Government shall not be considered as a guarentee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the

1. DATE OF THIS CONTRACT: _____
 2. TO WHOM THIS CONTRACT IS MADE: _____
 3. DESCRIPTION OF PROPERTY TO BE TRANSPORTED: _____
 4. DATE OF DELIVERY: _____
 5. PLACE OF DELIVERY: _____
 6. PLACE OF ORIGIN: _____
 7. MODE OF TRANSPORT: _____
 8. NAME OF CARRIER: _____
 9. NAME OF CONSIGNEE: _____
 10. NAME OF CONSIGNOR: _____
 11. NAME OF AGENT: _____
 12. NAME OF OFFICE: _____
 13. NAME OF CITY: _____
 14. NAME OF STATE: _____
 15. NAME OF COUNTRY: _____
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 195. NAME OF CITY: _____

SIGNATURE(S) OF PARTY(IES) REPRESENTING CARRIER(S)

ISSUING CARRIER, BUREAU, AGENCY, OR CONFERENCE FedEx Freight East, Inc.	PARTICIPATING CENTER	PARTICIPATING CENTER
BY (SIGNATURE AND TITLE OF OFFICER/ AGENT Gray Lanier, Vice President Pricing (301) 856-1300 <i>Gray Lanier</i>	BY (SIGNATURE AND TITLE OF OFFICER/ AGENT)	BY (SIGNATURE AND TITLE OF OFFICER/ AGENT)
ADDRESS 7700 Old Branch Avenue, Suite B-205 Clinton, MD 20735	ADDRESS	ADDRESS

FXFE #113

APPENDIX A

ORIGIN

AL,AR,CT,DC,DE,FL,GA,
IA,IL,IN,KY,KS,LA,MA,
MD,ME,MI,MN,MO,MS,
NC,ND,NE,NH,NJ,NY,OH,
OK,PA,RI,SC,SD,TN,TX,
VT,VA,WI,WV

AL,AR,CT,DC,DE,FL,GA,
IA,IL,IN,KY,KS,LA,MA,
MD,ME,MI,MN,MO,MS,
NC,ND,NE,NH,NJ,NY,OH,
OK,PA,RI,SC,SD,TN,TX,
VT,VA,WI,WV

AL,AR,CT,DC,DE,FL,GA,
IA,IL,IN,KY,KS,LA,MA,
MD,ME,MI,MN,MO,MS,
NC,ND,NE,NH,NJ,NY,OH,
OK,PA,RI,SC,SD,TN,TX,
VT,VA,WI,WV

DESTINATION

AL,AR,CT,DC,DE,FL,GA,
IA,IL,IN,KY,KS,LA,MA,
~~MD,ME,MI,MN,MO,MS,~~
~~NC,ND,NE,NH,NJ,NY,OH,~~
~~OK,PA,RI,SC,SD,TN,TX,~~
~~VT,VA,WI,WV~~

NYC Zip Codes 100-104,
and 100-119
MA Zip Codes 025 & 026

RATE/CHARGE

80% LTL
100% M/C
\$60.00 Absolute M/C

100% LTL
100% M/C
\$102.50 Absolute M/C